

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action # 05-10192 WGY

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED "FLASH II",

Defendant.

KERRY SCOTT LANE,

Claimant.

NOTICE OF ATTORNEY FEE LIEN (CORRECTED)

Attorney Brenda Grantland hereby gives notice of her contractual attorney fee lien, contained in her retainer agreement signed by Claimant Kerry Scott Lane, M.D., on August 24, 2005. See Attachment 1. The retainer agreement was emailed to AUSA Nancy Rue on November 27, 2007 (see Doc. 90-3 p. 50), and AUSA Rue filed it as an exhibit to her Opposition to the Fee Petition, Doc. 88-14.

Pursuant to paragraph 5 of the retainer agreement, I have a contractual attorney fee lien upon the judgment in the amount of \$204,178.40 – as itemized in the Declaration of Attorney Brenda Grantland, attached as Exhibit 3.

Pursuant to paragraph 3 of the retainer agreement, interest is running from the date the fees were incurred.

This notice is filed in response to the government's attempt to seize the attorney fee award – as well as the judgment proceeds – to pay Dr. Lane's alleged IRS debts. See Attachment 2.

Date: 3/17/2008

Respectfully submitted,
Kerry Scott Lane, MD,

By his attorneys,

s/Brenda Grantland

Brenda Grantland, Esq.
Law Office of Brenda Grantland
20 Sunnyside Suite A-204
Mill Valley, CA 94941
(415) 380-9108
(Admitted pro hac vice)

s/Eric B. Goldberg

Jeffrey P. Allen (BBO# 015500)
Eric B. Goldberg (BBO# 564398)
Seegel Lipshutz & Wilchins, P.C.
Wellesley Office Park
20 William Street, Suite 130
Wellesley, MA 02481
(781) 237-4400
(Local counsel)

ATTORNEY EMPLOYMENT AGREEMENT

THE AGREEMENT MADE THIS 24th day of August, 2005, by and between Dr. Kerry Lane, hereinafter referred to as "client" and attorney Brenda Grantland is as follows:

1. The client hereby retains and employs said attorney to represent him, as co-counsel with local attorney Eric Goldberg, in the civil forfeiture case USA v. One Star Class Sloop Sailboat Built in 1930 ("Flash II"), U.S. Dist. Ct., D. Mass. Case number 05-10192 RWZ.
2. The attorney accepts this retainer and agrees to take whatever action is reasonably necessary and advisable to enforce the clients' rights in the matter described in paragraph 1. This retainer does not obligate attorney to pursue any appeals – except by subsequent oral agreement.
3. It is agreed that the attorney will receive compensation for her services at the rate of \$250 per hour. Client will pay a minimum retainer of \$5000, by wire transfer on August 25. Once hours expended exceed the minimum retainer, attorney will bill client for any excess fees. Interest at the rate of 12% per annum will be charged on all balances billed and unpaid for more than 30 days.
4. Client further agrees that in addition to the above attorney's fees, all court costs, investigator fees, court reporters fees, expert fees, witness fees, travel costs, photocopying, toll calls, and all other out-of-pocket expenses incurred in investigating or litigating this claim shall be paid by the client.
5. Client agrees that attorney may deduct all attorney's fees and expenses due under this agreement from any money or property received by client in settlement or payment of the client's claim; and attorney shall be paid out of, and have a lien upon, any and all such money or property to the extent of such fees or expenses as may become due hereunder. In the event the attorney has to pursue legal action to collect the fee, client hereby agree to pay reasonable attorneys fees and costs for the collections action.

AGREED:

Brenda Grantland
Attorney

AGREED:

KS Lane MD
Client
8/26/2005



Sailorman

954

Chuck Fitzgerald

www.lipomics.com

Subject: US v. One Star Class Sloop
From: "Rue, Nancy (USAMA)" <Nancy.Rue@usdoj.gov>
Date: Thu, 13 Mar 2008 14:46:47 -0400
To: <bgrantland1@comcast.net>

Brenda,

We have sent the paperwork through for both the payment of the judgment and the payment of the attorneys fees.

During processing of these claims, we learned that Kerry Scott Lane had an outstanding IRS levy in the amount of \$584,084.31. Under Manning v. Astrue, , 510 F3d 1246 (10th Cir. 2007), this levy is applied to the fee award as well as the judgment.

I believe that you will be receiving a letter to this effect from the Asset Forfeiture Fund, which is responsible for payment of the judgment, as well as from the Judgment Fund, which is responsible for the payment of the fee award, but I wanted to advise you by email as well.

Nancy Rue

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

ONE STAR CLASS SLOOP SAILBOAT
BUILT IN 1930 WITH HULL NUMBER
721, NAMED "FLASH II",

Defendant.

KERRY SCOTT LANE, M.D.

Claimant.

Civil Action # 05-10192 RWZ

DECLARATION OF ATTORNEY
BRENDA GRANTLAND IN SUPPORT
OF NOTICE OF ATTORNEY FEE LIEN

I, Brenda Grantland, depose and state as follows:

1. On August 23, 2005, I was retained by Kerry Scott Lane, M.D., as co-counsel with Eric Goldberg, Esq., in this civil forfeiture case. After winning the forfeiture case on the merits, I submitted a motion for attorneys fees and costs on November 13, 2007, Doc. 87, which included an itemization of my fees, my paralegal's fees, and my out of pocket expenses. Claimant's Reply to the Government's Opposition to the Fee Petition contained supplemental itemizations of my fees, my paralegal's fees, and my out of pocket expenses.

2. On January 9, 2008 the Honorable Judge Young granted the motion for attorneys fees and costs, but substantially reduced the amount. The court entered judgment on January 15, 2008, Doc. 93, and both sides appealed. The government subsequently dismissed its appeal on February 5, 2008. Claimant's appeal is still pending.

3. The government has delayed paying both the judgment amount owed Dr. Lane and the attorney fees and costs award. On March 13, 2008, AUSA Nancy Rue informed me that the government was attempting to seize both the judgment amount owed Dr. Lane and my attorney fee award – to satisfy IRS debts allegedly owed by Dr. Lane. See Exhibit 2, attached.

4. On March 14, 2008, I filed a notice of Attorney Fee lien (Doc. 103). Today I submit this itemization of attorneys fees and expenses claimed under my attorney retainer agreement (Exhibit 1, attached). The detailed itemization of these fees have already been filed in the record, at the docket entry citations specified below.

5. Pursuant to my retainer agreement, signed August 23, 2005, I earned or incurred \$235,428.40 in fees and expenses to date, itemized as follows:

- | | |
|---|--------------|
| a) Brenda Grantland's fees for 2005-2007 itemized in Doc. 87 Exhibits 4-5 - | |
| 823.53 hours at \$250 per hour | \$205,882.50 |
| Grantland's out of pocket expenses | 2,621.90 |
| paralegal Judy Osburn's fees (Doc. 87-6) | 7,377.50 |
| b) Brenda Grantland's supplemental itemization for fees (Doc. 90) | |
| attorney's fees (itemized in Doc. 90-12) - 53.45 hours @ \$250 per hour | 13,362.50 |
| paralegal Judy Osburn's fees (Doc. 90-11) | 3,575.00 |
| c) Brenda Grantland's fees and expenses incurred to date on pending appeal | |
| attorney's fees - 7.65 hours at \$250 per hour | 1,912.50 |
| out of pocket expenses - appeal docketing fee, transcripts | 696.50 |

6. Dr. Lane has paid me a total of \$31,250 to date, toward my outstanding bills for attorneys fees and expenses, itemized as follows – \$29,250 paid up to and including 11-13-2007 (see Doc. 87-3), and \$2000 paid between January and February 2008. This leaves an outstanding balance of \$204,178.40.

7. Pursuant to paragraph 5 of my retainer agreement, I have a contractual lien upon any

settlement or judgment for \$204,178.40.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Dated: March 17, 2008



/s/ Brenda Grantland

Brenda Grantland, Esq.
Law Office of Brenda Grantland
20 Sunnyside Suite A-204
Mill Valley, CA 94941
(415) 380-9108
Pro hac vice